

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE		PAGE OF PAGES	
2. AMENDMENT/MODIFICATION NO. 001		3. EFFECTIVE DATE 04/20/2015		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY GSA / PBS - Office of Leasing 1800 F Street NW Suite 5230 Washington, DC 20405		CODE PR		7. ADMINISTERED BY (If other than Item 6)		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)				(X)		9A. AMENDMENT OF SOLICITATION NO.	
				(X)		GS-00-P-15-BQ-D-7002	
				(X)		9B. DATED (SEE ITEM 11) 04/20/2015	
				(X)		10A. MODIFICATION OF CONTRACT/ORDER NO.	
CODE				FACILITY CODE		10B. DATED (SEE ITEM 13)	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☒ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Amendment #001, issued under Solicitation # GS-00-P-15-BQ-D-7002 incorporates Industry questions to the DRAFT Solicitation, and Government responses to these questions. They are arranged by Section (including "miscellaneous" which incorporates questions that may fall under more than one Section). A significant number of questions and comments were received in response to the DRAFT solicitation. A number of comments focused on Section C (Statement of Work and Quality Control Requirements): Strategic Planning Services, Commission Agreement language, and Training Requirements. In addition, there were a number of comments focused on Section L (Instructions, Conditions, and Notices to Offerors). These sections have been updated in the FINAL Solicitation, including the incorporation of Section M (Methodology and Factors for Award).

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

GLS Draft Solicitation
Industry Response – Questions / Answers

Section B

1. [Section B.2.1 – General, page 7] - Can the pricing be presented on a variable amount depending on the volume of business?

No, pricing needs to be offered as a fixed amount.

2. [Section B.2.1 – General, page 7] - Why is a proposed commission rate submitted in the RLP limited to listed properties and not all properties? A valuable service is provided to the Lessor by the GSA contractor as an SME in the explanation of the lease technical content and the Post Award coordination process

We are not making that distinction. On the rare occasion that we have an offeror and that is the only offeror in a remote area who are not offering a commission, if this information is known prior to broker tasking, we will keep that project in-house.

3. [Section B.2.1 – General, page 7] - “Contractors should assume that in some cases where an offeror in lease procurement is not paying a commission to their own representative, there could be no commission available to compensate our Contractor. GSA is not liable for the difference in any case.”

The GSA, as a partner with the contractor, must provide support for a Broker’s compensation.

The broker contractor provides substantive services to the GSA and the Lessor and has expended funds to the benefit of the GSA in the process such as TAB 1 requirements development, Market Survey work, and if applicable to the Task Order, the Market Tour.

If the GSA does not provide commission support, the Lessor community will quickly learn that they can “pocket” the commission difference by refusing to negotiate a commission agreement.

The GSA position within the solicitation seems to be in non-compliance with RSL-2006-09 which is referenced in the solicitation.

Is the GSA stating in this provision that if a commission is not provided by the Lessor then the contractor must complete the project on a pro-bono basis?

No. GSA will not task a broker in areas where a commission cannot be earned. If a lessor refuses to pay a commission at lease award, the broker will not be expected to continue services into the post award phase.

4. [Section B.1 - Services - page 5] - Are there a maximum amount of prime contracts and / or zones that can be awarded per contractor?

A prime contractor may receive up to one (1) contract, in two (2) separate zones.

5. [Section B.1 - Services - page 5] - Out of 9 total zonal awards, how many different Contractors does GSA anticipate receiving awards?

The number of different Contractors receiving awards could be up to 9.

6. Can you please provide the password to unlock the excel document entitled "Copy of Exhibit 3 - GLS High & Moderate Value Expiring Leases List from FY16 to FY21?"

Exhibit 3 has been removed from the solicitation and a link to the GSA Lease Inventory has been included..

7. How did you establish the annual commission for each Module? (i.e., how did you determine which task orders will require a specific Module?)

This was established using the estimated annual gross commission for all requirements and the estimated percentage amount each module would be tasked.

8. What will the Government do to support the receipt of market commission?

The Government will evaluate each project before tasking to a broker to determine whether or not a commission is associated with it.

9. [Section B.2.1 – Services – page 7] – "Contractors should assume that in some cases...there could be no commission available to compensate our Contractor."

- Will GSA screen task orders in advance when no commission is likely and divert such projects to in-house staff, or is there an expectation that some work will be done without compensation?

GSA will evaluate requirements in advance of issuing a Task Order, and where no commission is available, will manage the project with in-house staff.

- Will the final version of the Solicitation contain a structure that requires a standard market rate commission be applied to each Offeror's proposal so all offer can be evaluated on an equal and fair basis?

The estimated annual commission for each Zone is an aggregate total standard market rate commission for the particular module and particular contract year. Offerors will be required to propose a percentage of that total commission they will receive as compensation.

- Will the government consider a commission schedule program based on transaction square footage size with fixed non-competitive tranches?

No.

10. The introductory narrative to section B.2.1 notes that there may be instances where the offeror will not compensate the Contractor. In those instances, is the Contractor obligated to provide all of the services required under the applicable module, through to their completion?

The Government will seek to only issue task orders where there is reasonable opportunity for broker commission compensation. The Government will work to minimize and mitigate instances where a lessor (offeror) decides to not sign a lease due to issues concerning broker commission.

11. The introductory narrative to section B.2.1 states that offerors will be obliged to pay tenant representative fees in the event that they are themselves represented by “a listing agent, an offering agent, or broker, property manager, developer, or any other agent or representative.” This is a broadly defined requirement that may be difficult to enforce. It certainly has no parallel in the private sector and, therefore, it appears to violate the principle that this is a “no-cost” contract to the Government. Is it truly GSA’s intent to make the Offeror’s payment of commission fees mandatory?

*Yes, please refer to Section 1.13 of the Standard Request for Lease Proposal (RLP)
<http://www.gsa.gov/portal/content/104480>*

12. Are the Estimated Total Commissions listed on each Pricing Worksheet calculated such that approximately 50% of tasks are expected to be assigned through the GLS contract?

The Estimated Total Commissions represent the total estimated gross commission available (not including commission credit) for the total estimated amount of projects under this requirement.

13. Is the Proposed Standard Commission on the Pricing Worksheets meant to represent the minimum commission the contractor will receive (similar to the NBC2 commission structure) or the percentage of the fee retained by the Contractor (similar to the NBC1 commission structure)?

The proposed minimum commission on the pricing worksheets is meant to represent the percentage of the fee retained by the Contractor.

- a. If the former, how is column C to be calculated?
- b. If the latter, will GSA consider establishing commission-sharing tiers within each module?

GSA will not establish commission sharing tiers for each module.

14. Will GSA provide the (unprotected) spreadsheets used to determine the Estimated Annual Commissions for each Module and Service Area/Zone?

Exhibit 3 has been removed from the solicitation and a link to the GSA Lease Inventory has been included.

15. [Section B.1. pg. 5] - Will each Zone or “Service Area” be evaluated independently on price and independent of contract award in other zones (e.g., does a contract award in Zone 4 impact the evaluation for an award in Zone 1 in any way?)? Please explain

Each Zone will be evaluated independently by separate evaluation teams on technical factors (non-price) and price. A contract award in one Zone will not impact the evaluation for an award in another Zone.

16. [Section B.2.1. (General), pg. 7] - The fifth paragraph states “... a Contractor’s price proposal must state a maximum percentage of the Standard Commission in each category ...” (emphasis added). The Pricing Worksheets, however, indicate that the proposed “... Standard Commission is the commission percentage that the Contractor will receive.” To cap commissions across markets is a missed opportunity to take advantage of proven private sector practices. Please clarify and confirm that Offerors are

to propose a percentage of market commissions as prices in pricing tables (e.g., “70%” of market commission and not “4%” commission regardless of market commission).

Offerors are to propose a percentage of the market commission they will receive as compensation as prices in the pricing tables.

17. [Section B.2.1. (General), pg. 7] - The pricing structure described in the fifth paragraph of B.2.1. aligns the Contractor’s and GSA’s interests in securing a substantial credit for tenant agencies and given the lease acquisition module structure in C.2. SCOPE, providing a percentage of a market-based commission enables Contractors to negotiate with landlords for fair compensation that aligns with the varying complexity of services provided for each lease. Might “Standard Commission” be defined in C.3. as the market commission negotiated with the Landlord on each task order?

The Standard Commission is the share of the market commission negotiated with the Landlord on each task order that the contractor will receive as compensation (as incorporated into their GLS contract)

18. [Section B.2.1. pg. 7] - Though the statement is made that a “market rate commission is expected and **must** be paid” (emphasis added), will GSA find proposals from offerors that fail to agree to a reasonable and supportable market commission to be non-responsive and therefore not suitable for award?

GSA may find proposals from offerors that fail to include a market commission as non-responsive.

19. [Section B.2.2.A. pp. 8-9] - Are there minimum quantities for other than the Base Period? If not, why?

There are only minimum quantities established for the Base Period. The Government is required to establish a minimum quantity for any Indefinite Delivery / Indefinite Quantity contract, however this requirement only applies to the Base Period of the contract.

20. [Section B.2.2.B. pp. 8-9 (also L.7. pg. 180)] - Why are there maximums? It would seem that each region and zone should have the discretion to award as many task orders as it deems beneficial to the GSA and Tenant Agencies?

Maximum amounts are established in order to limit the contractor’s obligation to deliver and the Government’s obligation to order.

21. [Section B.2.2.B. pp. 8-9 (also L.7. pg. 180)] - What commission percentage assumptions were used to arrive at the dollar amounts for each of the maximum quantities?

3%

22. [Section B.2.2.B. pp. 8-9 (also L.7. pg. 180)] - What firm term assumptions were used to arrive at the dollar amounts for each of the maximum quantities?

7 years.

23. Pricing Worksheet. What rationale was used to determine the distribution of requirements for the different modules in any given Zone (e.g., for the Northern Service Area, how was it determined that twice the commission earning potential exists in Module 3 task orders versus Module 1 task orders)?

The rationale used to determine the distribution of requirements for the different modules in any given Zone was based on historical data, and the individual Regions’ needs.

24. Exhibit 3 – List of projected expiring leases: How will GSA monitor or enforce the zones to meet the estimate of 50% of the expiring lease workload to be distributed to Contractors each year?

GSA anticipates having a performance measure in place to monitor utilization.

25. [Section B.1., paragraphs 5, 6 and 7 (page 6)]: This Section's statements, "Contractor agrees to follow any new procedures or processes...at no cost to the Government" and "contractor...agrees to conduct lease acquisitions utilizing new methods at no additional cost" and "[a] unilateral modification to the contract will be issued...", taken together present material risk of increases in scope in this five-year Contract. Please identify the section of the Federal Acquisition Regulation that permits unilateral changes to a contract without making an equitable adjustment in pricing. Will GSA mitigate increase in scope under this Contract with equitable adjustments? If not, why?

This section has been revised.

26. [Section B.2., Price (page 7)]: Referencing the second paragraph of B.2.1., recent reports show that the average lease terms for GSA have declined and continue to do so – five years is no longer a typical firm term and seven years is no longer the average term. Please substantiate the statement in B.2.1 with actual figures? See <http://www.capitolmarkets.com/leases/gsas-dwindling-lease-term/> for an example of data driven analysis of lease terms

This is based on historical data from our NBC leases.

27. [Section B.2.1 – General]: "Contractors should assume that in some cases where an offeror in a lease procurement is not paying a commission to their own representative, there could be no commission available to compensate our Contractor. GSA is not liable for the difference in any case". Does GSA really expect its contractors to work pro bono when after completing all the tasks leading up to the RLP the landlord decides he doesn't want to pay the GSA broker because he doesn't have a broker representing himself?

28. *No. GSA will not task a broker in areas where a commission cannot be earned. If a lessor refuses to pay a commission at lease award, the broker will not be expected to continue services into the post award phase.* [Section B.2.2 – Minimum / Maximum Quantities and B.2.3. Zone Map (page 9)] – Since the vast majority of small business concerns under \$7 Million are licensed in only one state (or maybe two) and may only provide brokerage services in the state in which they are licensed, has the GSA considered breaking down the award of the National Broker Contracts into Regions or more preferably on a state by state basis to allow small business concerns to better compete? The rationale being; if a brokerage firm is large enough to have licensed managing brokers as required by state laws (and therefore offices) in every state in a particular zone, it is unlikely that such a firm would fall within the Small Business Size Standard of \$7 million.

GSA has sought to open this requirement up to more firms interested in competing by segmenting the national scope of this requirement into geographic Zones. GSA needs are best met through a national contract that includes smaller geographic areas (Zones) and fewer contractors within those geographic areas. This structure should provide greater subcontracting opportunities, as well as opportunities for small business teaming arrangements or joint ventures.

If the GSA prefers to limit the number of prime contractors to four (or some other nominal amount) has or would GSA entertain the notion of mandating that each NBC utilize its good faith efforts to engage small business concerns in each state? This would more fairly distribute the higher commission paid in certain states and allow broader small business concern participation.

GSA must negotiate and approve a subcontracting plan for all businesses that are other than small businesses, prior to award of a contract. The small businesses subcontracting plans are evaluated based on the goals of the agency for the particular Fiscal Year.

29. [Section B.2.1 – General, page 7] – What is the average Commission Credit for each Module since the inception of NBC 1 and does GSA have a minimum acceptable Commission Credit for each Module?

The module structure incorporated into this requirement is unique to this requirement, and not included under NBC 1.

30. [Section B.2.1 – General, page 8] – Module 6 – Lease Extensions. What is the rationale behind the GSA not collecting a Commission Credit for Lease Extensions?

GSA does not collect a Commission Credit for Lease Extensions since they are typically associated with other existing lease requirements (where the Government will take a Commission Credit).

31. “Paragraph B.1 on page 6 states that “[a] unilateral modification to the contract will be issued, if needed, to provide scope of work for any changed procedures. There will be no change in the compensation arrangement under the contract for the implementation of such changes.” What principles would guide or limit the Government’s exercise of this unilateral right. Please explain how contractors can rely on their proposed contract pricing if the Government has unfettered discretion to increase a contractor’s cost of performance. Similarly, how can a contractor rely on its offered contract pricing and how can the Government legitimately evaluate pricing on a “not to exceed” basis, when the actual pricing may be driven substantially lower by virtue of the task order mini-competitive process for tasks expected to exceed \$150,000.00?

A changed procedure (as a result of a change in regulation or policy, for instance) may require a unilateral modification. The Government is required to issue task orders on a competitive basis for those task expected to exceed \$150,000.00 (unless an exception to fair opportunity applies). All task order do not fall within this threshold, so contract pricing needs to be fixed in the base contract.

32. Please confirm whether prices are to be proposed as a percentage of market commission as was the case with NBC 1 or as a maximum percent of aggregate lease value as was the case with NBC 2

Prices are to be proposed as a percentage of market commission.

33. Will bidders be asked to submit technical proposals for each zone separately; or will proposals for each zone be required to be submitted in one document?

Bidders will need to submit separate technical and pricing proposals for each Zone they wish to be considered for. Final instruction for proposal submission will be included in the final solicitation.

34. Typically there are page limitations. How will this be addressed given the likelihood of having to submit different information – organization, experience, subcontractor plans, etc., for each zone – given that we are allowed to submit for all zones but may not be awarded all?

This information will be addressed in Section M with the final solicitation.

35. [Section B.2.1 – Services, page 7] - It is stated in this section that “four (4) sets of pricing worksheets, one for each Zone contractors wish to be considered for.” Can bidders offer more aggressive pricing structures that would apply if awarded multiple Zones?

Offerors should submit pricing per Zone with the assumption that award may only be made to that offeror for one Zone.

36. [Section B.2.1 – Services, page 8] – (Exhibit 3) – It is stated in this section that GSA estimates that it will procure leasing services for at least 50% of the expiring lease workload. We are not sure we understand what GSA means by “workload.” Is this expiring leases without regard to size or complexity, is it commissionable value, or is it something else? Without dependable workload information, contractor pricing underwriting will be flawed, and will impact the ability of the contractor to deliver satisfactory services to GSA.

This refers to expiring lease workload of high and moderate value leases.

What measures is GSA taking to ensure that at least 50% of the workload is actually tasked to contractors? Please understand that it is very difficult to underwrite the pricing model if they are not based on dependable workload information. In addition, if expiring workload means expiring leases without regard to size and complexity, how will GSA ensure that the leases selected for distribution to the brokers under this contract represent the approximate amounts reflected in the pricing worksheets?

GSA anticipates having an internal performance measure in place to monitor utilization.

37. [Section B.2.1 – Services, Pricing Worksheets –pages 10 – 29] – These worksheets only contain consolidated estimated commissions by zone, year and Module. It is impossible to underwrite the pricing without knowing the number of Task Orders that are estimated to be included in each of these commission estimates. What actions are being taken to ensure that the workload that is actually distributed in fact conforms to the projected data on the worksheets? For example, during NBCII several regions effectively opted out of the broker contract and others issued a large number of substandard lease requests.

GSA anticipates having an internal performance measure in place to monitor utilization.

GLS Draft Solicitation
Industry Response – Questions / Answers

Section C

1. [Section C.3 - Commission] - “The contractor’s commission is paid to the contractor by the lessor in accordance with the terms of the lease and this contract. The commission will either be the contractor’s standard or standard and best value commission.” Please better define “contractor’s standard or standard and best value commission”.

The contractor’s standard commission is the Not to Exceed commission amount incorporated into their task order award . The contractor will be paid their standard commission and the best value commission if they exceed the negotiation target for a particular deal.

This provision has been changed to allow the Contractor to use the commission for the market being worked to be inserted on the form.

2. [Section C.4.1.9 - Disposition of Lease File Records] - Will hard-copy of documents be required to be tabbed and shipped to the GSA?

The documents shall be completed in accordance with the regional standards unless otherwise directed by the National Program Manager.

3. [Section C.4.3.6.1 – Pre-Negotiation, page 50] – “Failure of the offeror to submit a signed commission agreement will be handled in accordance with RSL 2006-09 Commission Management. Commissions are to be considered a cost element during negotiations.”

RSL 2006-09 Commission Management is obscure in its treatment of Task Orders after the completion of a commission agreement is rejected by an offeror.

It is reasonable to ask the GSA to take a firm position with clear procedures documented in our contract for their treatment of offeror who refuse to sign a commission agreement:

1. The deliverables for a broker to the GSA under the NBC far exceeds the customary duties of a broker in private industry yet GSA does not take a strong, clearly defined position which would protect its partner who is performing duties as agent for GSA.
2. Will the contractor be expected to complete the task order deliverables pro-bono?
3. Since the payment of commissions is customary in all markets, will the lessor be allowed to be considered for award if no commission is offered

Offers in which a commission is not offered, in a market where commissions are customary, may be considered non-responsive.

4. [Section C.5 - Disputes, Protests, Claims and Appeals, Congressional Inquiries and Freedom of Information Act (FOIA) Inquiries] - If the contractor must dispose of all GSA records, how can we assist in subsequent FOIAs or other documentary requirements?

Contractors can assist if these inquiries are related to ongoing work a Contractor is performing under a Task Order

5. [Section C.8 - Quality Assurance by the Government] - What assurances will be provided to contractors that mandatory CPARS evaluations will be enforced by the GSA?

Evaluations will be a 'hold point' within the GREX system. Projects will not be able to proceed without evaluations being completed for specific milestones.

6. [Section C.1.4.6, Subsection 6 - Payments of Contractor's Commission (for Module 5) - page 41] - This Section states that there will be no commission credit. Should the Pricing Worksheets reflect 100% of the Proposed Standard Commission to the Contractor?

The statement "There will be no Commission Credit for Module 5" has been removed from this Section. The pricing worksheet should not reflect 100% of the Proposed Standard Commission to the Contractor.

7. [Section C.4.1.1 - Strategic Planning Services - page 56] - If a Task Order is issued for Strategic Planning Services, how will the services be paid for?

See revised Section C.4.1.1 - Strategic Planning information will not be compensated.

8. [Section C.9.2 - Contract Program Level Performance Criteria - page 63] – How will GSA ensure the accuracy of task level ratings with CPARS?

CPARS will be used to provide program level feedback. Task level ratings will be provided by the Regional CORs, and will be vetted through the Regional Program Officials. For both CPARS and Task level ratings, the Contractor will have an opportunity to respond / comment before the ratings are finalized.

9. [Section C.4.1.6 (2) – Commission and Commission Credits, page 40] - When would the lessor be aware of the Commission Credit? Many Lessors will try to negotiate them separately, to the detriment of the broker, if they are aware of a credit offset too early in the negotiations. What happens when the market finds out about this practice?

The market is aware of this practice (commission credit). They will not know the extent of the credit until just before lease award.

10. [Section C.4.1.6 (5) – Commission and Commission Credits, page 41] – If the margin between the NPV savings and bullseye target is relatively small, does it mean that on occasion the NPV savings, could all be effectively absorbed by the Contractor, if deemed Best Value Commission?

There will always be a Commission Credit to the Government, with the exception of task orders issued for Modules 5 & 6. The Best Value Commission is a fixed percentage of the total negotiated commission on any deal, and shall not exceed 10% of the total negotiated commission.

11. [Section C.4.1.6 (3) – Commission and Commission Credits, page 40] – When the market commission rate has been established as part of the negotiation objectives, why not state what the market rate is in the commission agreement? Ultimately, the commission credit may be reduced if a lower commission is offered by an offeror.

Section C.4.1.6 has been rewritten to allow the Contractor to state the established commission rate. The Government expects that the final rate will be negotiated between the Contractor and the Offeror.

12. How is the commission handled if a lump sum payment has been made by the Government when the second half commission has already been collected?

A lump sum payment would only be made by the Government in the instance of a Reimbursable Work Authorization (RWA). Commissions are not collected on this portion of the lease.

13. [Section C.3 – Definitions and Terminologies, pg. 33] – Regarding “Best Value Commissions”, is the 10% bonus based on the total commission paid by an offeror, or just the portion going to the contractor?

The Best Value Commission bonus is based on the total commission paid by an offeror.

14. [Section C.3 – Definitions and Terminologies, pg. 33] – What are the rating period for “Best Value Commission”? Is the level 3 or better criteria for each item of the evaluation, or for the overall average of the evaluation?

The rating period for the “Best Value Commission” is six months. A level 3 or better criteria for each item of the evaluation is required in order to meet the past performance requirement for the “Best Value Commission”.

15. [Section C.3 – Definitions and Terminologies, pg. 33] – Is the criteria to receive “Best Value Commission” regional, zonal, national, or all three?

The criteria to receive the “Best Value Commission” is zonal.

16. [Section C.4.3.8 – Post Award Services, pg. 51] - There is a significant increase in services for Post Award. These increased services result in incremental increases in staffing and travel costs; however there does not appear to be an additional compensation consideration. Please clarify how these services are to be compensated.

These services will be compensated through the Standard Commission proposed by the Contractor at time of offer, and incorporated into the subsequent award. Additional compensation is available through the Best Value Commission, provided the Contractor meets the requirements described in Section C.3 “Best Value Commission”.

17. [Section C.4.3.8 – Post Award Services, pg. 51] – If a project has multiple phases will the number of inspections be determined per phase or as a whole project? If a project has an extended time of construction due to complexity of the project, will the number of inspections be altered by the Government to match the construction schedule?

No. The inspections will remain as stated in the solicitation.

18. [Section C.4.3.8 – Post Award Services, pg. 51] - Does the Government expect a technical inspection for each progress inspection? A technical inspection assumes liability to the inspector/firm that the report is accurate. The contract does not specify technical expertise for a Post Award inspector.

No

19. [Section C.4.3.8 (5) – Post Award Services, pg. 53] - Reporting of deficiencies during an onsite visit is mentioned in C.4.3.8.5 however the types of deficiencies are not noted. Are technical deficiencies in shell structure, HVAC, wall construction, and other installation methods expected?

Technical deficiencies that are not obvious are not the contractor's responsibility. They are not performing the services of a construction manager.

20. [Section C.4.3.8 (5) – Post Award Services, pg. 53] - Projects smaller than 10,000 SF have the option of a progress inspection. If an inspection is not conducted and the project has delays, will that impact performance evaluations? Is the contractor liable for delays based on a discretionary decision? How is the contractor compensated for the trip if they attend?

Contractors need to factor this trip into their proposal submission. Delays in the project will be evaluated as to how and why they occurred, based on the information known at the time to those involved on the project.

21. [Section C.4.3.8 (2) – Post Award Services, pg. 52] - DID workshop attendance is mentioned for attendance "at their discretion". Will attendance or non-attendance in person be a performance evaluated item?

Should you decide not to attend the DID workshop should not have an adverse impact on your performance as long as your COR is notified in advance,

22. [Section C.4.3.8 – Post Award Services] - There are lease requirements that are technical and confirming conformance to those requirements push the contractor into an A/E liability situation. Items such as HVAC design, electrical design, and structural components require specific technical expertise not required in the personnel staff. Please clarify required responsibilities.

These inspection services are performed by GSA in house staff and construction managers.

23. [Section C.4.3.8 (7) – Post Award Services, page 54] – Davis Bacon review can be a costly investment in time. It is mentioned in the LDG but not in the RLP. Is this a requirement of the contract?

This is a requirement of the contract when it applies to the Lease Requirement. Davis Bacon reviews are not required for all projects.

24. [Section C.4.2.- Description of Modules, page 42] – Modules 1 &2 and possibly #5 require “**Requirements Development**”. May we assume that these PORs are *macro* in nature and the output of which is to obtain accurate quantitative and qualitative space requirements but not so detailed to provide a basis of detailed space plans? Can we assume that these PORs will generally be subsequently delivered to an architect who would then take them to a more detailed level for design purposes?

Yes

25. [Section C.4.4.1- Strategic Planning Services, page 56] – The **Strategic Planning Services** could be interpreted as an exhaustive study of a particular region and/or a specific agency/campus, or as is suggested a “high level” general market analysis (depending on one’s interpretation of “high level”). If there is a way to make this more clear that would be helpful. ?

See revisions to Section C.4.4.1

26. [Section C.4.1.6- Commissions and Commission Credits, page 39] - Commissions and Commission Credits, Section 1, Negotiation Objectives, This section indicates that the contractor shall provide a market commission percentage rate or dollar amount and that the figures shall be substantiated with supporting documentation by a third-party market research source. Are there particular sources that need to be cited for this objective to be met?

Sources may vary based on the market. It is the Government’s intent to have evidence of market comparables beyond proprietary Contractor resources or anecdotal feedback.

27. [Section C.4.1.6 (3) - Commissions and Commission Credits, page 40]: Commission Negotiations-Is it possible to revisit this structure? It will not benefit the Agency, GSA or their leasing partner.

See response to question 11.

28. [Section C.4.1.6 (5) - Commissions and Commission Credits, page 41]: “Determination of Best Value Commission” - Is the 10% bonus derived from the commission as previously agreed to and is it taken out of the Commission Credit typically applied to the lease?

Yes.

Does this mean a recalculation of the NPV with reduced fees?

Yes.

At lease award.

Please clarify the “previous rating period” with regards to determining the 10% credit. Is this based on specific project evaluations to date, or Contractor performance overall for a prior quarter or year?

Previous rating period is referencing the previous quarter only, performance is reported quarterly

29. [Section C.3 – Definitions and Terminologies, page 33] - Many brokers have encountered problems with individual Bullseye reports, a situation which could undermine GSA's own performance assessment as well as incentives for broker-bonuses based on rental rates relative to this report. Will the Contractor have the ability to request adjustment to Bullseye data based on specific market conditions in the delineated area?

Although GSA does have a review period and allows adjustments for very specific items to make sure that the assessment is as accurate as possible, the underlying market data and target will not be open to review and adjustment.

30. [Section C.4.3.1- Requirements Development, page 46] – If GSA requests that brokers take on requirements development and/or post award services (for a larger commission), can those services be defined in such a way that the limits of expectation are clearly distinguished?

Section C.4.3.1 defines the expectation of what is to be provided

31. [Section C.4.3.8 – Post Award Services, page 51] - If unusually complex requirements development (requiring A/E programming/technical experience) and unusually complex post-award construction inspection/monitoring services (requiring professional CM/technical services) are needed, will the tenant agency be expected to deliver additional RWA funding just as GSA might require them to fund similar services if the lease acquisition were done in-house?

Section C.4.3.8 Post Award Services, clearly defines the contractor role. If additional services are required these will be coordinated with the appropriate Government entity.

32. [Section C.4.4.1 – Strategic Planning , page 56] - This is a very important component of asset management and one that is traditionally incorporated into a contract with a guaranteed amount of non-discounted work or is contracted separately through a firm that specializes in this service. It is not the same work as brokerage and could be very expensive to perform with no compensation. Would GSA consider using a separate contract for strategic planning services, or could GSA build additional compensation into subsequent task orders which may result after providing these planning services?

This section has been revised; see response to question 7.

33. [Section C.3 – Definitions and Terminologies, page 33] - Does the Bullseye system described in RFP section C allow for the Contractor or the Contracting Officer to refine the Bullseye negotiation target with supplemental market data (such as lease comps, CoStar reports based on practical competition, market trends, etc.)?

Yes, when an assessment is calculated the Bullseye Target is used as the base rent and is increased at 2.5% annually.

34. [Section C.4.1.6 (6) – Commissions and Commission Credits , page 41] - In section C.4.1.6, subsection 6, the RFP notes that the Contractor will receive 100% of its commission for lease acquisitions services “upon lease award”. How will this square with the typical norm whereby commissions are paid by the offeror 50% upon lease execution and 50% upon occupancy?

Under module 2 & 4 different paragraphs will be inserted into the Lease to provide for 100% commission at lease award.

35. [Section C.4.3.2 – Project Orientation Meeting , page 47] - Per section C.4.3.2, are the Project Orientation Meeting and Task Order Orientation Meetings meant to be in-person meetings?

There is not a requirement for this meeting to be in person, conference calls are acceptable.

36. [Section C.4.3.8 (1) – Post Lease Award Orientation Meeting , page 52] - Per section C.4.3.8, is the Post Lease Award Orientation Meeting meant to be an in-person meeting?

There is not a requirement for this meeting to be in person, conference calls are acceptable.

37. [Section C.1 – Value Tier Table, page 31] - While the intent of deriving the greatest value from private sector participation through identifying high and moderate value leases is clearly desirable, the parameters in the table are too broad. For example, a 2,000 square foot lease in Des Moines, IA would be considered a high value lease, and a 200 square foot lease would be considered a moderate value lease. Accounting for effort and travel, these leases would generate minimal and possibly no net compensation.

Which MSA ranking is used and when will it be updated?

MSA rankings are generated by the U.S. Census Bureau and is updated every 10 years.

Might GSA consider using the top 50 MSAs *by GDP* in lieu of what appears to be the top 100 *by population* to focus on higher rent areas?

No, we will continue to use our current format.

Might GSA consider raising the 2,000 square foot threshold to >10,000 square feet for high value and >5,000 for Moderate Value?

No, we will use our current standards.

38. [Section C.2 – Scope, page 32] - Is the number of “national performance review meetings” each year (presumably 0, 1 or 2) and the format (virtual or in-person) at the discretion of GSA or the Contractor? Are any meetings in excess of 2 at the discretion of the Contractor?

*The Contractor shall attend up to **two** national performance review meetings a year with the National Program Manager (NPM), National Contracting Officer's Representative (NCOR), National Contracting Officer (NCO), and other Government representatives. Meetings may be held virtually or in-person. Travel costs shall be at the Contractor's expense.*

This paragraph provides for the minimum number of meetings required, if additional meetings are needed the contractor can submit the request. Any meeting in excess of two is at the discretion of the contractor.

If in-person meetings occur, what number of Contractor personnel is required to attend at the Contractor's expense?

The contract does not specify so the contractor can have the flexibility to make this decision.

Is the number of “regional performance review meetings” each year (presumably 0, 1 or 2) and the format (virtual or in-person) at the discretion of GSA or the Contractor? Are any meetings in excess of 2 at the discretion of the Contractor?

Same answer as above for the National performance meetings

If in-person meetings occur, what number of Contractor personnel is required to attend at the Contractor's expense?

Same answer as above for the National performance meetings

39. [Section C.3 – Definitions and Terminologies, “Bullseye (Exhibit 4)”, pages 33 - 34] - Please define the criteria for “qualifying lease transactions” and confirm that a report will be a component of the critical path for every qualifying lease affording the Contractor an opportunity to be compensated at a Best Value Commission level.

A qualifying lease transaction is a lease that's delineated area is inside the market coverage of Reis and is predominantly office space (over 75% office space).

Does the Bullseye report consider and adjust for flat rent versus rent escalations, which may be typical in various markets? If so, how? If not, how will GSA ensure that this will not result in unrealistic, or distorted, targets that are used as a basis of compensation under the Contract?

Yes, when an assessment is calculated the Bullseye Target is used as the base rent and is increased at 2.5% annually.

Does the Bullseye report consider and adjust for security requirements and other federal lease terms (e.g., “holdover” rights), which may not be typical in various markets? If so, how? If not, how will GSA ensure that this will not result in unrealistic, or distorted, targets that are used as a basis of compensation under the Contract?

The Bullseye assessment accurately reflects the building owner's funding of the government buildout, including security requirements, and the subsequent repayment of those costs through the rent.

40. [Section C.3 – Definitions and Terminologies – Best Value Commission, page 33] - Might a Contracting Officer request that the rental midpoint included in the approved negotiation objectives be used for the best value commission in lieu of the Bullseye report, if the Contracting Officer agrees that the bullseye report doesn't accurately depict market rates?

For procurements being conducted in areas not covered by Bullseye, the midpoint of the approved negotiation objectives will be used. However, when a Bullseye Report is available, the market data provided in the Report will be used when calculating the assessment.

41. [Section C.3 – Definitions and Terminologies – Bullseye Target, page 34] - Please clarify if the full-service RSF rate or the full-service ABOASF rate will be compared to the PVA?

RSF.

42. [Section C.4.1.5 (2) – Changes to Task Order after Issuance of Task Order, page 39] - Might “may” be changed to “shall” to remove extensive administration and reporting burden on the Contractor(s), bring greater consistency to the leasing process across regions and eliminate an unnecessary contracting step that adds to lease procurement cycle time?

Yes.

43. [Section C.4.1.6 (3) – Commission Negotiations, page 40] - Please clarify if Contractors can include the market commission percentage in the RLP/Lease package given the market commission will be approved by the COR as part of the negotiation objectives, per C.4.1.6.1.

See response to question 11

44. [Section C.4.1.6 (4) – Documentation of Commission, page 40] - Please clarify whether the third paragraph of this section also implies that the contractual percentages will be “walked to” for example, when market practices are to apply a wholly different calculation (e.g., dollars per square foot per year as a market practice in the City of Chicago)? GSA can easily resolve this through pricing proposed as a percentage of a market commission.

Referencing the Aggregate Lease value calculation: While Aggregate Lease Value as defined should be the standard for negotiating commission on a lease award, (total lease value for firm term) there may be instances where market practices differ from this value to be used as a basis for the commission calculated on the deal. For Example markets where the lessors pay commission on shell only In these instances, the Commission and Commission Credit should be documented in the commission agreement and lease agreement as negotiated between the successful offeror and broker.

45. [Section C.4.1.6 (4) – Documentation of Commission, page 40] - The recognition that “there may be instances where market practices differ from [using aggregate Lease Value] as a basis for the commission calculated...”, and the flexibility to follow such market practices with respect to negotiating a market-based commission agreement is a welcome revision from the terms of prior broker contracts, reflecting the adoption of industry practices. However, the requirement that “any deviations” are to be reviewed with the Regional Program Manager prior to signature effectively makes the government a party to the agreement (as their review may not be favorable, halting the procurement) and further adds to lease procurement cycle time. Might GSA consider removing this requirement for review?

No

46. [Section C.4.1.6 (5) – Determination of Best Value Commission, page 41] - Might GSA clarify all of the conditions required for earning a Best Value Commission in a single section in the Contract? The additional condition on earning a Best Value Commission described in C.4.1.6.5. related to performance evaluation ratings could be clarified in the definition of “Best Value Commission” in C.3. on page 33.

Section C.4.1.6 provides for all the conditions of the Best Value Commission, the definition is not intended to go into that amount of detail.

47. [Section C.4.1.6 (5) – Determination of Best Value Commission, page 41] - Is the “Level 3 or better” performance rating based on a national, zonal or regional average, and to what period is the average applied (e.g., prior quarter)?

The criterion to receive the “Best Value Commission” is based on zonal performance in the previously evaluated period.

48. [Section C.4.1.6 (5) – Determination of Best Value Commission, page 41] - Which of the following are used for the numeric comparison for determining if a Best Value Commission increase of 10 percent has been earned: (i) C.4.1.6.5. – “cost of an estimated market lease on a net present value basis...” (ii) C.3. Bullseye Target – “year one base rent” and/or (iii) C.3. Best Value Commission – “final rental rate”? It appears that one is a present value cost, another is a total rental amount, and the third is a rate, presumably per square foot.

(i) C.4.1.6.5 – “cost of an estimated market lease on a net present value basis”

49. [Section C.4.1.6 (5) – Determination of Best Value Commission, page 41] - Please clarify who and when the additional 10 percent is paid in cases where the criteria for a Best Value Commission are achieved.

Best value will be determined prior to award by the RPM and the additional amount will be considered at award.

Will payment come from the credit generated by the difference between Contractors' awarded commission percentage and the market commission percentage negotiated?

The commission credit will be reduced by 10% and added to the broker's commission earned.

How will payment be made if Contractors negotiate a market commission equal to their awarded commission? *Under this structure, this situation will not occur*

50. [Section C.4.1.6 (6) – Payment of Contractor's Commission, page 41] - Will the exclusion of Tenant Improvements from Aggregate Lease Value be identified in the RLP and commission agreement when issued? Removing this portion of the basis on which commissions are calculated, though it appears to be tied to services rendered after lease award, does not recognize the Contractors' efforts in negotiating tenant improvements as part of the comprehensive lease terms.

If the task order is identified as a module 2 or 4 where Post Award services will not be required then it will be identified in the RLP . Negotiating TI's does not take place until post award since the amount of the allowance is provided to the contractor from the COR for the proposals, there should be minimal effort or none at all.

51. [Section C.4.2 – Description of Modules, page 42] - For which Modules is interaction with G-REX required?

All modules will be managed through GREX.

52. [Section C.4.3.1 – Requirements Development, page 46] - Please confirm that funding for GSA's performance of responsibilities related to requirements development will be in place prior to the determination that a Contractor should be issued a Module 1 or Module 2 Task Order. Also, please clarify that it is not the Contractor's responsibility to make a decision that such services are, or are not, required.

GSA will strive to only task valid projects where the agency has funding in place to support requirements development efforts.

53. [Section C.4.3.1 – Requirements Development, page 47] - The last sentence in the final paragraph states “If it is determined by the requesting agency that the requirement needs to be cancelled ... task order may be terminated for convenience by the government.” Please advise as to the GSA management- or Contract-level personnel who will be making the determination that a Contractor in Requirements Development is valid and viable (i.e., likely to become a lease acquisition)? The potential exists for a Contractor to expend months of effort without benefit to the Tenant Agency. Please clarify.

If an agency makes a critical change to their requirement needs or Federal space becomes available or there is any viable reason to cancel a Task Order, the regions will have a review and approval process in place prior to submitting to the RPM for review and concurrence. In addition, GSA has an internal control process in place to mitigate this issue.

54. [Section C.4.3.2 – Project Orientation Meeting, page 47] - Please clarify if the project orientation meeting shall only be coordinated (and not occur) within five days of task order issuance given the market analysis is due four days prior to the project orientation meeting. (If Task Orientation meeting is requested by the region, will this timeframe be extended?)

Per Section C.4.3.2 “the Contractor shall schedule “, this does not imply that it should occur, only schedule. If a Task Order meeting is requested this meeting along with the Project Orientation meeting can still be scheduled within 5 days of task order issuance.

55. [Sections C.4.3 through C.4.4.1, pages 46 - 56] - Several tasks include delivery time commitments for Contractors (e.g., in C.4.3.2. it is stated that “contractor schedule a Project Orientation Meeting with the COR and Tenant Agency within five (5) days of task order issuance.”), but no comparable time commitments are included for Government personnel (those listed in G.1.) who are involved in approvals and attendance at key milestones in the lease procurement.

What are the required Government personnel commitments for approval and reply times?

Internal controls are in place to ensure proper management of GLS assigned task orders. Contractors may communicate delays to Regional Program Officials.

What is the GSA’s desired and actual historical lease cycle time for procurements involving each of the six Modules?

GSA has not established a lease cycle time for procurement that can be used for this contract due to several variables. How was the timing of compensation from landlords estimated for the purposes of maximum pricing in B.2.2.?

This was based on the FY of the expiring leases.

56. [Section C.4.4.1 – Strategic Planning Services, page 56] - While much information is publically available through subscription, proprietary research or market experience, certain information on real estate assets (such as private loan balances, ownership entities and rights) may be non-public or may be held under an obligation not to disclose.

Please clarify expectations on the market information to be provided.

This section has been revised; see response to question 7.

Please clarify how Strategic Planning Services will be evaluated.

No Evaluations will be associated to this task.

57. [Section C.8 – Quality Assurance by the Government, page 59] - Are the task-level evaluations described in this section fully coordinated with the G-REX processes and procedures for implementation?

The issues with coordination of the requirements of the contract and GREX are being developed.

58. [Section C.4.1.6 (3) – Commission and Commission Credits, page 40] – Why would the Contract handicap the negotiation of commissions and commission rebates by requiring the RLP be sent back with a blank commission percentage? This does not seem to be in the spirit of partnering or strategic partnership toward terms that could benefit the government. Please explain or consider changing in the final RFP.

See response to question 11

59. [Section C.9.1.1.1.4 – Task Order Performance Criteria – Timeliness, page 62] – In the event that deliverables are not able to be submitted timely due inaction by GSA or Tenant Agencies, might the Contract better define non-retribution escalation procedures for timeliness concerns related to Government personnel?

If delays are created by GSA or Tenant Agency, the paragraph 2 should be used to define the delays and provide communication that will document the file/task order, "2. Communicate delays (excusable or otherwise) to the COR and Regional Program Officials with explanations as to why the delay is occurring and the impact of the delay on the project schedule."

60. We support the effort made by GSA over the past years to leverage the expertise of private real estate brokers to procure improved leasing outcomes for the Federal Government. Nevertheless, we noted at least two areas within the proposed scope of work, Proposal Section C, Statement of Work and Quality Requirements, where we strongly believe, in the natural course of business, we may be able to provide additional expertise to aid the GSA's lease decision making. If we are successfully awarded the contract, will the agency be open to meetings / discussion other than those mandated in the solicitation to identify these efficiencies?

Yes.

61. [Section C.4.1.2 – Contractor Office Location and Response Times, page 38] – We have an office located within the boundaries of NCR. Please clarify, however, whether our availability to meet within a two-hour notification must be in person or whether meetings are permissible via telephone or through other forms of electronic meetings.

Section C.4.1.2 Availability to meet within two-hours of notification with the COR in NCR has been left undefined to allow all parties to determine what type of meeting is desirable, however having an office located in NCR is a contract requirement for situations when an in-person meeting is requested within that two hour timeframe.

62. Naturally we are prepared to continue your operations from a cold start. However, in the event we are the successful recipient of an award, what steps are anticipated or have been taken to smooth the transition of operations from the former awardee?

The GLS contracts will be entirely new and no transition would be necessary from one NBC2 contractor to a new GLS contractor. It is anticipated that active projects awarded under NBC2 will remain with that contractor until task order completion.

63. [Section C.1.4.6 (5) – Determination of Best Value Commission, page 41] – This section in the draft solicitation states that the contractor may earn a performance incentive if the contractor receives a level 3 or better performance rating in all rating criteria for the previous rating period. The GSA performance rating system used for NBC 1 and NBC 2 was highly subjective and flawed. It allowed COTRs to inject personal feelings about a contractor rather than the contractor's achievement of specific objective project milestones. This can be problematic when a contractor works with a COTR who is not supportive of the use of outside brokers for transactional support. This was definitely the case with NBC 1 and NBC 2. How will the evaluation system for GS-00-P-15-BQ-D-7002 – Lease Support Services differ from the performance rating system used under NBC 1 and NBC 2?

The performance rating will be similar to the previous contracts by allowing the COR's to rate the Contractor performance. A contractor has a right to dispute any evaluation within the allowed timeframe and escalate concerns to the RPM and RCO.

64. [Section C.4.3.8 (7) – Post Award Services, page 54] - The section of the draft solicitation states that the contractor shall review lessor payrolls. Will GSA require that the contractor utilize a special form for completing this review or is the form for the review left up to the COR and/ or the contractor?

This review would be rare and only required by projects with Davis Bacon wages. GSA would provide guidance to broker contractor on how to perform this action if required. The broker contractor would provide the initial review followed by a final review by the COR.

65. [Section C.4.3.4 – Market Survey and Report, page 48] – Does the foregoing section require that only buildings responding to the FBO posting or to a local newspaper advertisement may be considered?

No, please re-review, C.4.3.4 : The list will identify the buildings that potentially could meet the minimum requirements. The buildings that could meet the minimum requirements will be included in the market tour.

Is it acceptable for a prime or subcontractor representing the GSA to email the FBO posting to a building representative? Generally and in order to get the maximum amount of competition, when representing a non-government client, a broker will seek out buildings that may be able to accommodate the client requirement, contact the building representative to obtain information such as square feet available, timing, and other base building information, and then schedule the client tour after that: would this be a violation of GSA protocol?

Yes, it is acceptable per C.4.3.4. as well as applicable federal regulations and GSA Leasing Desk Guide. Broker Contractors can identify potential sources using their knowledge of the local market, CoStar, Loopnet, MLS, FBO advertisements, etc.

66. [Section C.4.3.8 – Post Award Services, page 51] – Identifies 14 discrete items under post award services which may be part of modules 1, 3 and 5. Although module 5 is a limited value lease, it carries the same obligations under post award services as modules 1 and 3. Even if module 5 allows the contractor to retain 100% of the market commission payment, is there not a significant possibility that the cost of providing post award work will far outweigh the commission revenue?

Module 5 will be priced the same as modules 1 through 4 by the contractor. The contractor will propose the percentage of the total negotiated commission they will receive as compensation. There is a possibility that the cost of providing post award work under Module 5 may outweigh commission revenue.

67. [Section C.1 – Zones, page 32] – We note that both the Northern and Southern zones each span two time zones. Also Region 6 really does not fit in the Western Zone. Is there any possibility of reordering these zones into Eastern and Central (i.e., 1, 2, 3 & 4 and 5, 6 & 7) so that all of the work in that zone is also within a single time zone?

We have reviewed this suggestion; this change will not be made.

68. [Section C.4.1.6(5) – Determination of Best Value Commission, page 41] – Who pays this additional commission (i.e., the Lessor or the Government)? How is it structured and when? If the additional commission is to come from the Lessor, then timing will be crucial, since commission negotiations will typically be completed by the time the additional commission is earned.

The additional commission is paid through an offset to the Commission Credit the Government would receive. Application of the Best Value Commission is determined prior to lease award.

What if a market commission negotiated is less than the fee rate to pay to the broker?

This will not occur under this contract structure

Clarify “level 3 or better in all rating criteria for the previous rating period.” Is this per quarter? Is this per project?

A Level 3 or better in all rating criteria for the previous rating period is per quarter. However, this section has been updated to provide for a level 4 “Very Good” rating.

Will this be determined after Milestone B evaluation is completed, and if so is there a timeline for doing the Milestone B evaluation? What recourse does the broker have if GSA fails to complete Milestone B evaluation? Currently, there is no recourse if a COTR fails to complete a **GREX** milestone evaluation in a timely manner.

The GREX system will be designed for COR to complete milestone evaluation prior to proceeding to follow on task

How will the best value commission be captured in the lease, or will it be captured in a separate document between the GSA and Broker? Will this result in a different calculation of commissions and shell rental credits after the lease award is made? How or does this impact the Agency?

It will be captured in the lease in the same manner as the standard commission with a notation of the commission earned being best value. The 10% in the best value commission will result in an adjustment of the agency's rent credit.

69. [Section C.4.1.5(1)(a) – Changes to a Task Order after Issuance of Task Order, page 39] – Would any modifications to the Task Order or Module give rise to a new price? What if it was based on an RFQ?

A modification to a task order that incorporates an earned Best Value Commission would give rise to a new price.

70. [Section C.4.1.6(1) – Commission and Commission Credits, page 39] – **“The figures shall be substantiated with supporting documentation from a third-party market research source.”** What if third-party information is not available?

If a Bullseye Report (which comes from third-party market research) cannot be generated, then the market midpoint will be taken as derived by the LCO.

71. [Section C.4.3.8(2) – Post Award Services, page 52] – It is our experience that many regions require the contractor to attend the DID workshop in person. In addition, it is our experience that these workshops can last in excess of several days. Will it truly be at the Contractor's discretion to attend by teleconference?

Yes

72. [Section C.4.3.8(5) – Post Award Services, page 53] - “The contractor's role is limited to verifying compliance of third party build out per the DIDs, Lease, Lease Construction Schedule and work progress.” and C.4.3.8 Post Award Services #11 Acceptance Inspections P55 (PER LDG Chapter 2, Part 7, sub part 5).

Does this mean that the Contractor is responsible for confirming all code issues, materials quantity and quality, ensuring all materials/equipment is exactly as specified, etc.?

The contractor is not to assume the role of a construction manager. Only the role of the leasing specialist as defined in the leasing desk guide.

73. [Section C.8 – Quality Assurance by the Government, page 59] – There are 6 different modules, and a different set (and number) of milestone performance ratings for each module. Are all ratings weighted equally? An unfair distribution in modules could lead to unfair performance scoring. Could one broker obtain an unfair advantage if they were tasked a Module 1 project versus another broker who was tasked a module 6 project. Likewise the size of the project is also not considered. Is a 500 SF Module 3 that could be completed in 4 months to be given the same weighting as a Prospectus level Module 1 assignment that might take 5 years to complete? (Currently, there is only one Lease Extension performance rating, and it is weighted less than the 5 lease acquisition scores.)

Milestone evaluations are not given greater or less importance due to the Module, size of the project, etc. These evaluations take into consideration the performance during that milestone period and are not evaluated / compared against other milestone evaluations in other Modules.

GLS Draft Solicitation
Industry Response – Questions / Answers

Section G

1. Clarify the government's organizational structure. Will there be one zonal representative on behalf of the Government, or one representative per region, or both? Clarify the roles and responsibilities for each, as well as the reporting expected of the contractor. How will this differ based on the number of zones in which a firm has contracts?

There will be one Zonal Contracting Officer's Representative (COR) and one National Contracting Officer (NCO). In addition, there will be one Regional Program Manager (RPM) and one Regional Contracting Officer (RCO) per Region. The RPM and RCO will oversee and manage the work in their Region, while reporting project status information and performance evaluation information to the Zonal COR and NCO on a quarterly basis.

2. Clarify the relationship between the National and Regional Contracting Officer (CO) and Program Manager (PM).

The National Contracting Officer administers the Base IDIQ Contract and manages contract issues that arise relating to the terms and conditions contained therein. In addition, the NCO provides review and concurrence processes established to administer this contract at the Regional Level. The Regional Contracting Officer (RCO) provides updates (as necessary) to the NCO on issues surrounding the all aspects of the contract as it is being administered on the Regional Level. The National Program Manager (NPM) is the COR on the IDIQ Contract. The Regional Program Manager supports the NPM and NCO by providing aggregate performance feedback to them on the work occurring in the Region and also provides program support at the Regional level.

3. What is the difference between the Regional Contracting Officer (RCO) and the Ordering Official (OO)? Is this the same role?

The Regional Contracting Officer (RCO) and the Ordering Official (OO) have the same authority to issue Task Orders under the contract. RCOs can also delegate the role of COR to Regional Lease Contracting Officers (LCOs). In addition, RCOs work directly with the Regional Program Managers (RPMs) to manage Regional broker evaluations and other reporting requirements for National Office.

4. [Section G.2.1 (7) - Commissions, page 75] - Can the Commission calculation include the cancellable portion of the lease term where the government is required to pay a cancellation / termination penalty that includes unamortized brokerage commission in order to exercise a cancellation option?

No.

GLS Draft Solicitation
Industry Response – Questions / Answers

Section H

1. [Section H.1. (1) - Qualification Requirements for Contractors Firm, page 77] - Please define national clients: does prior performance under the GSA NBC contract with GSA assignments of 5 or more client Agencies qualify for this provision? If GSA NBC experience does not satisfy this special requirement we challenge the GSA over this provision as being non-essential to the contract and written in favor of large brokerage businesses.

Yes, if you have worked with Federal agencies in multiple locations that meets this National requirement.

2. [Section H.1. (3) - Qualification Requirements for Contractors Firm, page 77] - “All Contractors are required to have licenses required by States, local, or other governing laws or regulations necessary to perform all contract services...”

Will sub-contracted field brokers qualify to meet this provision?

The contractor or their subcontractors performing work under this contract must meet the requirements as outlined in H.7.

3. [Section H.3.7.1 (1) – Personal Qualifications – General, page 79] - For broker subcontractor field personnel, our firm has specific Federal guidelines as applicable to the field broker limited duties in their sub-contract agreement - will this satisfy the “training” aspect of the provision?

The contractor or their subcontractors performing work under this contract must meet the requirements as outlined in H.7.

4. [Section H.5.D (7) – Organizational Conflicts of Interest – Restrictions, page 83] - Please explain in clear terms the intent and meaning of this provision.

An individual working for a firm that is collecting a fee for representing a building owner, representative, lessor or other third-party in a lease transaction involving the Government may not collect these fees while performing services under this contract.

5. [Section H.1 - Qualification Requirements for Contractor’s Firm - page 77] - If a Contractor meets the requirements outlined in Section H.1. being 1) the minimum 3 years of commercial real estate experience and meet the number of years of experience conducting federal lease procurements and 2) managing a minimum of 50 full lease transactions over a three-year period, however, if Contractor does not meet the 5 national clients requirements does contractor still meet the minimum requirement to be considered for award?

This section has been revised.

6. [Section H.5 D (6) - Restrictions - page 83] – May Contractor personnel (being both the prime contractor and/or a subcontractor) represent building owners pursuing GSA lease transactions in zones that they do not participate in a contract?

Yes.

7. [Section H.4 – Restrictions on Other Work, page 81] - H.4 does not give “GSA approval” as an option and says we cannot work with any client agency. Will GSA approval be granted in certain situations?

Yes.

8. [Section H.4 – Restrictions on Other Work, page 81] - Will existing agency contracts be allowed, meaning the restrictions only apply to new contracts with GSA tenant agencies?

Yes

9. [Section H.1 – Qualification Requirements for Contractor’s Firm - page 77] – We applaud GSA’s objective of increasing competition among bidders by adjusting the eligibility requirements to encourage more regional brokerages to apply. But the requirements as written may make it very difficult for regional brokerage firms to submit a proposal. In particular, the “minimum of 50 full lease acquisitions over a three-year period” may be confusing to readers. Is this criteria applied in addition to the “at least five national clients who had requirements for lease acquisition services...”? Or is it separate from that criteria in that the 50 full lease acquisitions is intended to demonstrate the magnitude of the firm’s business. An alternative would be for the criteria to be structured as “either/or” rather than “and”.

This section has been revised.

10. [Section H.5 – Organizational Conflicts of Interest - page 81] – Will the awardees be permitted to earn compensation as landlord brokers while also representing the Federal government as a tenant? Analysis such as the recent report by George Washington University’s Center for Real Estate and Urban Analysis underscore the costs to clients when a company represents both sides of a leasing transaction. It is our hope that GSA will include an eligibility criteria for regional brokerages that represent tenants exclusively. This approach will protect the Federal government’s interests in using taxpayer money wisely.

Awardees will be permitted to earn compensation as landlord brokers while also representing the Federal Government as a tenant, provided they are in compliance with the requirements in Section H.5

11. [Section H.1.1. – Qualification Requirements for Contractor’s Firm - page 77] – We note the requirement for **5** national clients. Are we required to have the same national clients for each of the Zones, or will we be required to demonstrate the business for each of the national clients within each of the zones for which we are submitting?

This section has been revised.

12. [Section H.1.3. – Qualification Requirements for Contractor’s Firm - page 77] – Is each Contractor required to hold the licenses directly or may we enter into a co-broker agreement with a third-party firm? There may be a few very low volume states where from time to time we do not have a broker of record on staff. Must such co-brokerage arrangements be disclosed up front or may we select the best co-broker at the time of a transaction?

The prime contractor will be responsible for the performance and training that might be necessary for the co-broker to perform in accordance with Government regulations and policy. A Conflict of Interest will need to be submitted prior to allowing them access to Government Information.

13. [Section H.3.7.1 – Personnel Qualifications - page 80] – **“Contractors and their subcontractors must be licensed brokers who have the authority to collect commissions on behalf of the Contractor for all locations where services may be required”**. Does this mean that every individual on the core team must be licensed in all states within the zone? Can a project manager without a broker license work on a post award project or must a licensed broker manage a post award project? (Module 3)

The contractor or their subcontractors performing work under this contract must meet the requirements as outlined in H.7. The Contractor must be able to provide

14. [Section H.3.7.2 – Personnel Qualifications - page 80] – Where Key Personnel must be replaced due to termination of employment due to death or disability, retirement, resignation by the individual, or termination by Contractor of the individual's employment for cause, can we assume “prior approval” simply means the government has the right to approve the replacement prior to the assignment of the replacement individual to a Key Personnel position?

Yes

15. [Section H.4 – Restrictions on Other Work - page 81] – We are unclear on the intent of the revised language from similar provision that appears in the NBC II contract. Does this mean that the Contractor may not respond to an RFP/Solicitation for bids issued by a government agency where another Contractor is performing a task order under the contemplated solicitation? What if the agency is seeking strategic services related to a potential lease acquisition in the same or different geographic location? We suggest returning to the language in the current NBC II contract for this solicitation.

A GLS contractor may not accept work (that is similar to the services provided under the GLS contract) from another agency on a specific lease requirement where another GLS contractor is representing that agency's specific lease requirement through the GLS contract. This section has been revised.

16. [Section H.8 – GREX Application Use and Procedures - page 86] – There is currently no way to “on-board” a broker in GREX for a lease extension. When will the GREX platform be enhanced to allow different module and tasks? Will there be a timelines for timely completion of milestone evaluations?

The GREX enhancement will be incorporated to reflect the requirements under GLS.

17. [Section H.3.7.3 – Leasing Personnel - page 80] - Section H.3.7.3 specifically defines “qualified commercial real estate personnel” as those who have at least three years of experience providing “tenant representation services”. As written, this would exclude those real estate professionals with deep experience representing offerors in federal real estate transactions. Is it really GSA’s intent to exclude these professionals from eligibility under this RFP?

No, this section has been revised.

18. [Section H.4 – Restrictions on Other Work - page 81] – In Section H.4, subsection 3, the RFP notes that Contractor is restricted from accepting similar work from any GSA customer agency. This raises several questions:

- a. As many independent federal agencies are increasingly utilizing GSA’s services, are independent agencies regarded as GSA customer agencies?

No.

- b. Some customer agencies also have statutory authority to execute leases without assistance from GSA (ex. DOE, FBI, TSA and VA). Will all work with these agencies be restricted?

No.

- c. In the event an agency is granted a delegation of contracting authority from GSA, is work with that agency restricted?

No.

- d. In the event a Contractor holds a pre-existing contract with a GSA customer agency, will the Contractor be required to cease work on that contract?

No.

19. The RFP clearly seeks to eliminate all forms of potential conflict of interest. Wouldn’t a Contractor’s representation of tenants vying for similar space to the GSA also represent a potential conflict of interest, especially as the Contractor would be privy to the Government’s requirements and offer pricing allowing the opposing tenant(s) to gain advantage?

Protections under the current RFP should be sufficient; procurement integrity will cover any disclosure issues.

20. [Section H.4 – Restrictions on Other Work - page 81] – Please confirm that the Contract is not creating a potential restrictive covenant between the Contractor and GSA against all current and future federal contracts as: (i) if not all, almost all federal agencies are customers of GSA and (ii) discretion as to what represents “similar contract services” resides with the NPM.

Confirmed.

21. [Section H.3.7.3 – Leasing Personnel - page 80] - The draft solicitation states that leasing personnel must have a minimum of three years' experience in performing commercial real estate transaction (tenant representation services) similar to those described in the contract. One of the services described in the contract is post award services. Since post award personnel are assigned to the project after the lease document is executed, why does he/she need three years of commercial lease transaction experience? They don't complete any of the tasks associated with the lease transaction. It seems like experience in actual project or construction management for tenant build out projects involving commercial space should be sufficient to satisfy the experience requirement for post award services. This requirement should be modified to allow for the consideration of experience in the construction of tenant space. The draft solicitation states that commercial real estate personnel assigned to the contract must have completed federal leasing procurement courses prior to beginning work on this contract. If a contractor has personnel who will be assigned to the contract who are thoroughly knowledgeable in all aspects of the federal lease procurement process and can demonstrate this, why is GSA requiring that the contractor's personnel complete Federal Leasing Procurement Courses? I would like to recommend that this requirement be waived if the Contractor can prove that personnel who will be providing services are technically competent to perform at a high level of competency in the GSA lease acquisition process.

Post award personnel must still have the requisite knowledge / experience of commercial lease transactions in order to manage the post award phase effectively. The requirement for Federal Leasing Procurement Courses is necessary to ensure the personnel have completed the same training as GSA Leasing Specialists are required to take.

22. [Section H.7(1) – Post Award Orientation and Training - page 77] – Discusses required qualifications for lease acquisition services, but does not mention requirements development or post award services. Please clarify what qualifications will be required for modules that include requirements development and/or post award services. [Savills Studley]

Please refer to Section H.7(3)

GLS Draft Solicitation
Industry Response – Questions / Answers

Section L

1. [Section L – Instruction, Conditions, and Notices to Offerors, page 184] – f(6): “The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government’s best interest to do so”

Does this mean that the number of awards presented in this RFI (or future RFQ) per area can be added too with additional contractors / awardees?

No.

2. [Section L – Instruction, Conditions, and Notices to Offerors, page 187] – 10. GSAR 552.219-72 Preparation, Submission, and Negotiation of Subcontracting Plans (June 2005).

Will large business prior performance on their awarded contract sub-contracting plan in previous awards going to be reviewed and evaluated as to this agreement?

Yes

Will awarded large business performance on their sub-contracting plan going to be monitored and enforced as to the continuation of this agreement?

Yes.

3. [Section L.6.4 – Submission and Content of Proposals, page 177] – Clarify what you mean by only one proposal being accepted from each parent firm, when there are multiple zones and contracts to be awarded.

This section has been revised

4. How will the Government proposal evaluation teams be structured? Will there be a different team per zone? Who will be on each team? Will there be a review on a national level?

There will be a different evaluation team in each Zone. There will be one Source Selection Authority (SSA).

5. Will you provide the evaluation factors, page limitations, etc.?

This will be provided with the final solicitation.

6. [Section L.6 – Instructions for Submitting Proposals, page 175] – Please clarify the “Note” on Page 177 stating that “*This is a nationwide solicitation and only one proposal will be accepted from each parent firm.*” Does that, perhaps, mean one proposal per Zone per parent firm?

This section has been revised.

Will GSA allow a prime contractor in one zone to be a subcontractor in another zone?

Yes.

Will GSA allow a prime contractor to be a subcontractor in the same zone?

No.

Will GSA require the prime contractor to designate their subcontractor(s) in the RFP response or just note via a subcontracting plan that they intend to meet the subcontracting requirements of the contract?

Firms identified as other than small businesses will be required to submit a subcontracting plan prior to award. This plan must be reviewed, negotiated, and approved by the Small Business Administration (SBA) and the Contracting Officer prior to awarding a contract to a firm identified as other than a small business.

7. [Section L.6.4 – Submission and Content of Proposals, page 177] - “NOTE” at the end of this section indicates that “only one proposal will be accepted from each parent firm.” Please clarify if an entity is permitted to propose as a prime contractor in one proposal and a subcontractor in another proposal.

An entity may propose as a prime contractor in one proposal and a subcontractor in another, but an entity may not be a prime and a subcontractor in the same zone. Subcontracting plans will be finalized prior to award for a firm identified as other than small business.

8. [Section L.6.4 – Submission and Content of Proposals, page 177] - “NOTE” at the end of this section indicates that “only one proposal will be accepted from each parent firm.” Please clarify if an entity is permitted to propose as a prime contractor for a portion of the zones in one proposal and a subcontractor for a portion of the zones not to include those where they have proposed as prime in another proposal.

See response to Question 6

9. [Section L.6.4 – Submission and Content of Proposals, page 177] – “Note: This is a nationwide solicitation and only one proposal will be accepted from each parent firm.”

Does this preclude us from participating as a subcontractor to a small business prime contractor’s solicitation if we respond to the same solicitation separately as a prime?

A firm may not serve as the prime and a subcontractor in the same zone. If a firm is awarded a prime contract it may not enter into or be represented as a subcontractor for another awardee in the same zone.

10. [Section L.6.6 – Information to be Included in Technical Proposal (Volume Two), page 178] – Please clarify the organization requirements for the Technical Proposal

This will be included in the final solicitation.

GLS Draft Solicitation
Industry Response – Questions / Answers

Miscellaneous

1. Can you please provide the password to unlock the excel document entitled “Copy of Exhibit 3 - GLS High & Moderate Value Expiring Leases List from FY16 to FY21?”

Exhibit 3 has been removed from the solicitation and a link to the GSA Lease Inventory has been included.

2. Clarify the organizational structure required of the contractor to support the contract. How will this differ if a firm has contracts in multiple zones?

Contractors will submit a separate organizational plan for each Zone they wish to be considered for.

3. Does the government have any preference for location of contractor staffing in zones/regions other than NCR?

No

4. [Section L.6.4 – Submission and Content of Proposals, page 177] – Clarify what you mean by only one proposal being accepted from each parent firm, when there are multiple zones and contracts to be awarded.

This section has been revised.

5. How will the Government proposal evaluation teams be structured? Will there be a different team per zone? Who will be on each team? Will there be a review on a national level?

Proposal evaluation will be conducted with oversight from the Source Selection Authority. There will be separate evaluation teams for each Zone.

6. Will you provide the evaluation factors, page limitations, etc.?

Yes, with the final solicitation.

7. Will there be Zonal Performance Review Meetings?

Yes

8. Please clarify the number of Regional Performance Review meetings. Are there two per year, per region, (one of which is in person)?

Yes

9. If the rental benchmarks established in the Negotiation Objectives and Price Negotiation Memorandum deviate from the Bullseye Target, can the COTR use a benchmark different from the Bullseye Target if they believe it to be more accurate?

For procurements being conducted in areas not covered by Bullseye, the midpoint of the approved negotiation objectives will be used. However, when a Bullseye Report is available, the market data provided in the Report will be used when calculating the assessment.

10. Are there any set asides for small businesses?

No

11. If small businesses are awarded a prime contract, does that change GSA's overall small business goal for large businesses?

No, small business subcontracting goals for large businesses are not offset by the award of a prime contract to a small business.

12. Can we assign a specific percentage in our small business plan to go to small business partners based on our net commission rather than assigning a total dollar amount?

The small business subcontracting plan must include both a percentage goal and dollar goal of the total subcontracted amount under the contract.

13. For large businesses, is there a minimum small business subcontracting goal to be considered for award?

GSA's FY15 small business goals will be included in the final solicitation.

14. Will small businesses and large businesses be evaluated on the exact same criteria?

Evaluation criteria will be included in the final solicitation.

15. Is this a follow on requirement? If so, please provide the incumbent contract number for this opportunity.

Yes. There are currently four (4) separate contract numbers: GS-00P-10-BQ-D-0001; GS-00P-10-BQ-D-0002; GS-00P-10-BQ-D-0003; GS-00P-10-BQ-D-0004

16. Will debriefs for this Contract be provided to Awarded Contractors for individual zones where they were unsuccessful as well as to Contractors that may not be awarded any zones?

Debriefs will be provided in accordance with FAR 15.505 and FAR 15.506

17. With as many as nine (9) different Contractors selected to cover the four (4) zones, how will GSA ensure consistent transaction quality across the nation and consistent performance evaluations for Contractors?

Regional program officials will coordinate with Zonal program officials (represented by Central Office) to review the the transaction quality within the Zone. Contractors will be given an opportunity to respond to performance evaluations before they're finalized.

18. If one or more Contractors fails to perform to meet GSA's standards in a particular Zone, will GSA permit successful GLS Contractors to "onramp" into additional Zones over the course of the five-year Contract?

No

19. Is there any credit given to a small business with a majority partner?

Evaluation criteria will be included in the final solicitation.

20. Will this RFP have any set-asides?

No

21. Will award winners need to subcontract any percentage of the work defined by the scope to small businesses, MBEs, WMBEs, Hubzone, or 8a certified real estate brokerage firms?

A small business subcontracting plan will be required for a contract awarded to any firm that is other than a small business.

22. When will the RFP be released and when will the award be taking place?

Status updates on this requirement will be posted and available on FedBizOpps.

23. Is there any way that I can review a sample proposal that has been previously made and awarded for me to follow along with?

We are unable to release contractor proposals pursuant to 41 USC 4702 - "Prohibition on release of contractor proposals". Please visit this Small Business Administration website for information regarding the preparation of Government contract proposals - <https://www.sba.gov/tools/sba-learning-center/training/how-prepare-government-contract-proposals>

24. Can a Contractor submit as a prime and also a subcontractor to a prime in the same zone and / or different zones?

Yes. A contractor may submit as both a prime and a subcontractor; however one contractor cannot be awarded a contract as a prime and also work as a subcontractor to another contractor in the same zone. Subcontracting plans must be finalized before award.

25. Can a subcontractor submit under more than one prime?

A subcontractor can submit under more than one prime.

26. Will Section M be provided as a draft for comment?

No

27. Will contractors need to have a GSA Schedule to be a qualified bidder?

Contractors will not have to have a GSA Schedule to be a qualified bidder.

28. Are there incumbent companies already in place that are providing the desired services within the geographical areas mentioned?

There are incumbent companies providing these services in the geographical areas mentioned.

29. Are any of the incumbent companies qualified to participate in this opportunity at the current NAICS code?

Yes

30. Please provide the names of the current incumbent companies.

CBRE, Inc; DTZ Americas, Inc; Jones Lang LaSalle; Savills Studley

31. Is the Government looking for Brokerage services only?

The Government is looking for leasing support services, which includes brokerage services, as outlined in the SOW.

32. Is the Government looking to engage legal services with this IDIQ as part of the lease negotiation process?

No

33. What level of sales were completed under the predecessor contract? What amount of those sales were commissions earned by the incumbents?

There are no sales under this contract. The overall total commission earned is \$135,053,472. The broker did earn commissions on each transaction. The total amount of broker commissioned earned under NBC2 is \$73,124,382. This excludes the commission credit.

34. When does the Government anticipate releasing the Final RFP?

There is no definitive date

35. What is the anticipated turn-around time for proposals (from the RFP to release date)?

30 calendar days

36. Could the subcontractors (small businesses) be pre-competed similar to the GSA schedule, based on past experience? As this is the third contract, many of these firms have a track record in the various regions with Contracting Officers and Realty Specialists.

No

37. If the contractor has no GSA experience, does that disqualify the contractor or put them at a significant disadvantage?

A contractor with no GSA experience is not disqualified from consideration for this requirement. Contractors with GSA experience or knowledge of GSA leasing may be more competitive.

38. Will multiple contractors be awarded for providing services to a specific service area? Specifically, the National Capital Service Area. In other words, is it possible for three contractors to be awarded the work in the National Capital Service Area?

Up to three (3) contractors will be selected for award in the National Capital Service Area and up to two (2) contractors for each of the remaining zones.

39. Is it possible for a contractor to respond to the eventual RFP for a specific region (National Capital Service Area) and not all regions? Furthermore, if said contractor has one office in that region, is that a disadvantage?

A contractor may respond by submitting a proposal for as many Zones as they wish. The evaluation criteria will be released with the final RFP.

40. The evaluation section M was not included in the draft solicitation. What is the GSA's expectation for a response? For instance, if we are bidding for all four zonal contracts do we need to provide a separate technical response for each zone?

Yes, separate technical responses will be required for each Zone that a contractor is planning to bid. This information will be addressed in Section M in the final solicitation.

Who will be evaluating each zonal contract response?

A source selection board of GSA real estate professionals

41. [Section L.6 – Instructions for Submitting Proposals, page 175] – Please clarify the “Note” on Page 177 stating that “*This is a nationwide solicitation and only one proposal will be accepted from each parent firm.*” Does that, perhaps, mean one proposal per Zone per parent firm?

Yes. Each firm wishing to be considered for award in a particular zone will need to submit a separate proposal for each Zone. In addition, a firm must submit a separate price proposal for each Zone they wish to be considered for.

Will GSA allow a prime contractor in one zone to be a subcontractor in another zone?

Yes

Will GSA allow a prime contractor to be a subcontractor in the same zone?

No

Will GSA require the prime contractor to designate their subcontractor(s) in the RFP response or just note via a subcontracting plan that they intend to meet the subcontracting requirements of the contract?

Firms identified as other than small businesses will be required to submit a subcontracting plan prior to award. This plan must be reviewed, negotiated, and approved by the Small Business Administration (SBA) and the Contracting Officer prior to awarding a contract to a firm identified as other than a small business.

42. [Section L.6.4 – Submission and Content of Proposals, page 177] - “NOTE” at the end of this section indicates that “only one proposal will be accepted from each parent firm.” Please clarify if an entity is permitted to propose as a prime contractor in one proposal and a subcontractor in another proposal.

An entity may propose as a prime contract in one proposal and a subcontractor in another proposal. However, a contractor may only perform as a prime contractor or a subcontractor in a particular zone.

43. [Section L.6.4 – Submission and Content of Proposals, page 177] - “NOTE” at the end of this section indicates that “only one proposal will be accepted from each parent firm.” Please clarify if an entity is permitted to propose as a prime contractor for a portion of the zones in one proposal and a subcontractor for a portion of the zones not to include those where they have proposed as prime in another proposal.

Confirmed.

44. [Section L.6.4 – Submission and Content of Proposals, page 177] – “Note: This is a nationwide solicitation and only one proposal will be accepted from each parent firm.”

Does this preclude us from participating as a subcontractor to a small business prime contractor’s solicitation if we respond to the same solicitation separately as a prime?

No, provided that a firm is only represented in one award (either as a prime or subcontractor) per Zone.

45. [Section L.6.6 – Information to be Included in Technical Proposal (Volume Two), page 178] – Please clarify the organization requirements for the Technical Proposal

This will be included in Section M in the final solicitation.

46. When will Section M be available and how will it be distributed?

Section M will be available when the Final Solicitation is released, and will be available (with the rest of the solicitation) on FedBizOpps.

47. While GSA's national office may have set goals for assignment of broker work in the new GLS contract, how will regional offices be encouraged to accomplish those goals?

GSA regions will have performance measures for the utilization of the GLS contract, developed in conjunction with Central Office

48. Will there be an opportunity for a small business set-aside in the final solicitation?

No

49. Can one firm fulfill more than one of the separate small business categories, i.e., small business, veteran-owned small business, service-disabled veteran-owned small business, etc.?

Yes, one firm may be counted toward more than one small business category if they qualify for the respective categories.

50. Will GSA provide the (unprotected) spreadsheets used to determine the Estimated Annual Commissions for each Module and Service Area/Zone?

Exhibit 3 has been removed from the solicitation and a link to the GSA Lease Inventory has been included.

51. What is the Small Business Subcontracting goal for Contractors that do not qualify as small or disadvantaged businesses?

GSA's FY15 small business goals will be included in the final solicitation.

52. Can Contractor offerors also provide services under the GLS as subcontractors to other Contractors? Will GSA consider awarding zonal contracts where an individual firm is both a prime Contractor and a subcontractor?

Yes, however an individual firm may not be awarded a prime contract and also work as a subcontractor in the same Zone.

53. When can we expect RFP Section M to be available for review?

Section M will be available once the Final Solicitation is released